

रजिस्टर्ड नं० पी० ६७



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, शुक्रवार, २८ जनवरी, १९६६/८ माघ, १८८७

GOVERNMENT OF HIMACHAL PRADESH

FINANCE DEPARTMENT

NOTIFICATION

Simla-4, the 12th October, 1965

No. 9-2/61-Fin. (Bud)-III.—In pursuance of the Government of India, Ministry of Works and Housing O.M. No. 10/15/56-Pt., II-HIII, dated 4th June, 1964, the Lieutenant Governor, Himachal Pradesh, with the prior approval of the Government of India, in the Ministry of Home Affairs conveyed vide their letter No. F. 14/41/65-HMT, dated 10th September, 1965 and in consultation with the Accountant General, Punjab as per his letter No. TDH. II/HBA/2595-96, dated 1st October, 1965, is pleased to frame and publish the following rules governing the grant of advances to Himachal Pradesh Government Servants for building etc. of houses:—

RULES TO REGULATE THE GRANT OF ADVANCES TO HIMACHAL PRADESH GOVERNMENT SERVANTS FOR BUILDING, ETC., OF HOUSES

1. Eligibility.—House building advances may be granted to the following categories of the employees of Himachal Pradesh Government:

- (a) Permanent Himachal Pradesh Government servants.
- (b) Himachal Pradesh Government servants not falling in category (a) above who have rendered at least 10 years' continuous service, provided:
 - (i) they do not hold a permanent appointment under another State Government; Central Government and other Union Territory Government; and
 - (ii) the sanctioning authority is satisfied that they are likely to continue in the service of the Himachal Pradesh Government at least till the house for which the advance is sanctioned, is built and/or mortgaged to Government.
- (c) Officers who belong to All India Services, such as the I.C.S., I.A.S., I.P.S., etc. officers of Central Secretariat Services, Joint Cadre of Delhi and Himachal Pradesh Civil Services and Central Health Cadre who are on deputation to the Himachal Pradesh Government; provided;
 - (i) they are on permanent deputation to the Himachal Pradesh Government i.e., officers in the pool, or,
 - (ii) they have been on deputation to the Himachal Pradesh Government continuously for a minimum period of 6 years.

Note.—When both the husband and wife are Himachal Pradesh Government servants and eligible for the grant of an advance, it shall be admissible to only one of them.

2. Conditions to be fulfilled.—An applicant for the grant of an advance must satisfy the following conditions:

- (a) (i) The cost of the house to be built/purchased (including the cost of the residential plot) should not exceed sixty times the pay of a Government servant or Rs. 75,000, whichever is less and the applicant or his wife/her husband should not have availed of any loan or advance for the acquisition or construction of a house from any other Government source, e.g., the Department of Rehabilitation, or a Central or State Housing Scheme etc. Provided, however, that where the loan, advance etc., already availed of by an applicant and or his wife/her husband from any other source does not exceed the amount admissible under these Rules subject to the fulfilment of the conditions or rule 3 (C), it would be open to him to apply for an advance under these Rules on the condition that he undertakes to repay the outstanding loan, advance, etc. [together with interest (if any) thereon] forthwith, in one lump sum to the Government source concerned.
- (ii) In cases where a Government servant makes (or has made) a final withdrawal from his Provident Fund account in connection with the construction/acquisition of a house or a residential plot, in addition to

availing of an advance under these Rules, the total amount of the advance sanctioned under these Rules and the amounts withdrawn from the Provident Fund should not exceed sixty times the monthly pay or Rs. 75,000 whichever is less.

- (b) Neither the applicant nor the applicant's wife/husband/minor child should own a house. However, this condition may be relaxed by the Government in exceptional circumstances; as, for example, if the applicant or the applicant's wife/husband/minor child owns a house in a village, and the applicant desires to settle down in a town, or vice versa, or where an applicant happens to own a house jointly with his/her other relations, etc., and he desires to build a separate house for himself.
- (c) The area of the house to be constructed or purchased should not be less than 300 square feet.

3. Purposes for which advances may be granted.—An advance may be granted for:

- (a) constructing a new house (including the acquisition of a suitable plot of land for the purpose) either at the place of duty or at the place where the Government servant proposes to settle after retirement. An application for an advance for purchasing a ready-built house which has not been lived in since its construction may also be considered, if the agency offering it for sale is Government or semi-Government or an autonomous institution like the City Improvement Trust, etc., and the house has not been built under the Low or Middle Income Group Housing Schemes;
- (b) enlarging living accommodation in an existing house owned by the Government servant concerned provided that the total cost of the existing structure (including land) and the proposed additions and expansions does not exceed sixty times his monthly pay or Rs. 75,000 whichever is less;
- (c) the repayment of a loan or an advance taken from a Government source, as contemplated in rule 2(a) of the Rules, this facility will, however, not be available if the construction of the house has already commenced.

4. Amount of advance.—(a) Not more than one advance shall be sanctioned under these Rules to a Government servant during his/her entire service.

(b) Applicants may be granted an advance not exceeding an amount equal to 36 times the monthly pay, including officiating pay (except where drawn in a leave vacancy), dearness pay, personal pay and special pay but not pay drawn in a short or fixed term of deputation duty, subject to a maximum of Rs. 25,000 [in cases covered by rule 3(a) above] and Rs. 10,000 in cases falling under rule 3(b) above. Low paid employees may, however, be granted an advance up to Rs. 4,800 irrespective of the pay actually drawn by them. The actual amount of the advance to be sanctioned will be determined by the Public Works Department, Himachal Pradesh on the basis of the plans and detailed specifications and estimates to be furnished by applicants justifying the amount of the advance applied for, and shall be restricted to the estimated cost of construction/purchase within the ceiling amounts prescribed above and subject to the further condition that, in the case of construction in rural areas, the amount of advance will, in no case, exceed 80 per cent of the actual cost of land and construction of the house or the actual cost of enlarging living accommodation. The amount of the advance will further be restricted to the

amount which a Government servant can repay partly from his gratuity/death-cum-retirement gratuity and partly by convenient monthly deductions from his pay, before the date of his superannuation, according to the Service Rules applicable to him.

For the purpose of these calculations, it will be assumed that a Government servant can generally commence repayment of the advance 2 years after the date of approval of the advance by the Public Works Department, Himachal Pradesh under sub-rule (b) above and that an instalment calculated upto 33 $\frac{1}{3}$ per cent or in other words 1/3rd of his pay will be within his paying capacity.

(c) In cases where Government servants have been granted loans equal to 24 times of their monthly pay, the Government of Himachal Pradesh would be prepared to consider the requests from the Government servants for enhancement of the amount of the advance upto 36 times of their monthly pay provided:—

- (i) the Government servant requires the additional amount of the advance for completing construction of his house;
- (ii) the increased amount of the advance does not exceed the cost of construction/enlargement on the cost of the ready-built house or 80 per cent of the cost of construction in the case of houses constructed in rural areas;
- (iii) the enhanced amount of the advance is within the repaying capacity of the Government employees determined under the relevant rules;
- (iv) the additional amount of the advance admissible to the Government employee is not less than an amount equal to 7 $\frac{1}{2}$ per cent of the amount of the advance already approved by the competent authority.

The enhancement of the amount of the advance shall be authorised by the same authority who has been empowered to sanction the loans under these Rules.

5. Disbursement and Security.—(a) (1) An advance required partly for the purchase of land and partly for constructing a single-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount not exceeding 20 per cent of the sanctioned advance will be payable to the applicant for purchasing a plot of land on his executing an agreement in the prescribed form (vide Form No. 5 or 5A as applicable) for the repayment of the advance. In all cases in which part of the advance is given, for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the Head of the Department concerned within two months of the date on which the above amount of 20 per cent is drawn, or within such further time as the Government/Head of the Department of the Government servant concerned may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to Government, together with interest thereon.
- (ii) An amount equal to 30 per cent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Government the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected in the land, the applicant,

shall execute an agreement with the Government in the prescribed form (vide Form No. 5B), agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.

- (iii) An amount equal to 40 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.
- (iv) The balance of the sanctioned advance will be payable when the construction of the house has reached roof level, provided the Head of the Department of the Government servant concerned is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(2) An advance required only for constructing a single-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount equal to 30 per cent of the sanctioned advance will be payable to the applicant on his mortgaging in favour of the Government, the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land the applicant shall execute an agreement with the Government in the prescribed form (vide Form No. 5C) agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built thereon, as soon as the house has been built and the title to the property is complete.
- (ii) A further amount not exceeding 40 per cent of the sanctioned advance will be payable when the house has reached plinth level.
- (iii) The remaining 30 per cent of the sanctioned advance will be payable when the house has reached roof level, provided the Head of the Department of the Government servant concerned is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(3) An advance required partly for the purchase of land and partly for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount not exceeding 15 per cent of the sanctioned advance will be payable to the applicant for purchasing a plot of land on his executing an agreement in the prescribed form (vide Form No. 5 or 5A as applicable) for the repayment of the advance. In all cases in which part of the advance, is given for the purchase of land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the Head of the Department of the Government servant concerned within two months of the date on which the above amount of 15 per cent is drawn, or within such further time as the Government/Head of the Department of the Government servant concerned may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to Government, with interest thereon.
- (ii) An amount equal to 25 per cent of the balance of the advance will be payable to the applicant on his mortgaging, in favour of the

Government, the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in the last sentence of rule 5 (a) (2) (ii), will apply.

- (iii) An amount equal to 30 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house has reached plinth level.
- (iv) A further amount not exceeding 25 per cent of the amount remaining after deducting from the sanctioned amount of advance, the instalment given for the purchase of land will be payable when the roof of the ground floor has been laid.
- (v) The balance of the sanctioned advance will be payable when the roof of the first floor has been laid, provided the Head of the Department of the Government servant concerned is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(4) An advance required only for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount equal to 25 per cent of the sanctioned advance will be payable to the applicant on his mortgaging, in favour of the Government, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the term of the sale of land. In cases where such mortgage is not permitted the provision as contained in the last sentence of rule 5 (a) (2)(i) will apply.
- (ii) A further amount not exceeding 30 per cent of the sanctioned advance will be payable when the roof of the ground floor has been laid.
- (iii) A further amount not exceeding 25 per cent of the sanctioned advance will be payable when the roof of the ground floor has been laid.
- (iv) The remaining 20 per cent of the sanctioned advance will be payable when the roof of the first floor has been laid provided the Head of the Department of the Government servant concerned is satisfied that the development of the area in which the house is built is complete in respect of amenities, such as water supply, street lighting, roads, drainage and sewerage.

*Note.—*The standard of the amenities of water supply, street lighting, roads, drainage and sewerage provided in cities being inapplicable to rural areas, the Head of the Department of the Government servant concerned may give the requisite certificate if the vicinities in which the houses are proposed to be built or living accommodation enlarged in the rural areas provide *bowlies*, ordinary kerosene or other lantern in the street (in lieu of electricity or gas lighting in the cities), open drains and facilities for sewerage (in lieu of the underground drains and sewerage plants in the cities) etc. to enable the officials to draw the proportionate amounts as provided in rules 5(a) (1)(iv), 5(a) (2)(iii), 5(a) (3)(v) and 5(a)(4)(iv).

With a view to satisfying himself as to the development of a locality in a rural area, the Head of the Department of the Government servant concerned may call upon an applicant availing of the advance to produce a certificate from some competent civil authority e.g., District Magistrate, president of the panchayat or any other responsible authority, certifying as to the existence of the necessary amenities in the locality and then disburse the final instalment of the advance only after a satisfactory certificates has been produced.

(5) An advance required for purchasing a ready-built house shall be paid as follows:—

- (a) The Head of the Department of the Government servant concerned may sanction the payment of the entire amount required by, and admissible to the applicant in one lump sum on the applicant's executing an agreement in the prescribed form (vide Form No. 5) for the repayment of the loan. The acquisition of the house must be completed and the house mortgaged to Government within 3 months of the drawal of the advance, failing which the advance, together with the interest thereon shall be refunded to Government, forthwith, unless an extension of this time limit is granted by the Head of the Department concerned.
- (b) In addition to their executing the agreement/mortgage deed referred to in sub-para (a) above the following three categories of applicants shall also be required to furnish the surety of an approved permanent Himachal Pradesh Government servant in the prescribed form (vide Form No. 6) before the sanctioned advance or any part thereof is actually disbursed to them:—
 - (i) all applicants who are not permanent Himachal Pradesh Government servants;
 - (ii) all applicants who are due to retire from service within a period of 24 months following the date of application for the grant of an advance;
 - (iii) all applicants who are permanent Himachal Pradesh Government servants but not covered by sub-para (ii) above if they required the advance for the purchase of a ready-built house.

Notes.—(i) The liability of the surety will continue till the house built/purchased is mortgaged to Government or till the advance together with the interest due thereon is repaid to Government whichever happens earlier.

- (ii) Utilisation of the advance for a purpose other than that for which it is sanctioned shall render the Government servant liable to disciplinary action under the C.C.S. (C.C.&A.) Rules, 1965 or other rules whatsoever may be applicable to the Government servant concerned apart from his being called upon the refund to Government forthwith, the entire advance drawn by, him.
- (iii) The period for producing the sale deed in respect of the developed plot of land referred to in sub-rules (a)(1)(i), and (a)(3)(i) may be extended by the Head of the Department of the Government servant concerned by a reasonable time after satisfying himself that the applicant has either already paid the cost of the land or is likely to pay it immediately, that the extension of time will enable him to acquire the title/lease hold rights to the land and that he has every intention of building a house and will be in a position to complete the

construction of the house by the 24 months after the date of the drawal of the first instalment of the advance, or in such period by which the time for the completion of the house is extended under rule 7(a) (ii).

6. Interest.—An advance granted under these Rules shall carry simple interest from the date of payment of the advance the amount of interest being calculated on the balance outstanding on the last day of each month. The rate of interest shall be 5 per cent per annum.

7. Construction, maintenance, etc.—(a) The construction of the house or additions to living accommodations in an existing house (as the case may be) shall be—

(i) carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior concurrence of the Public Works Department, Himachal Pradesh. The Government servant shall certify, when applying for the instalments of the advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Government of Himachal Pradesh; that the construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The Head of the Department of the Government servant concerned, may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates;

(ii) completed within 24 months of the date on which the first instalment of the advance is paid to the Government servant concerned. Failure to do so will render the Government servant liable to refund the entire amount advanced to him (together with interest thereon calculated as in rule 6 above), in one lumpsum. An extension of the time limit may be allowed upto one year by the Head of the Department of the Government servant concerned, and for a longer period by Government in those cases where the work is delayed due to circumstances beyond the control of the Government servant. The date of completion of construction must be reported to the Head of the Department concerned without delay.

(b) Immediately on completion or purchase of the house as the case may be, the Government servant concerned shall ensure the house at his own cost with the Life Insurance Corporation of India for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightening, till the advance is fully repaid to Government and deposit the policy with Government. The premia must be paid regularly and the premium receipts produced for inspection by the appropriate authority (viz., Head of Office or the Department concerned). In the event of failure on the part of the Government servant to effect insurance against fire, flood and lightening, it shall be lawful but not obligatory, for the Government servant concerned and add the amount of the premium to the outstanding amount of the advance and the Government servant shall be liable to pay interest thereon, as if the amount of the premium had been advanced to him as part of the aforesaid advance at the prevailing rate of interest, till the amount is repaid to the Government. The Head of the Department concerned/Accounts Officer will obtain from the Government servant drawing the advance, a letter (as prescribed in Form No. 8) to the Insurer with whom the house is insured, to

notify to the latter the fact that Government is interested in the insurance policy secured. The Head of the Department concerned/Accounts Officer will himself forward the letter to the Insurer and obtain his acknowledgment. In the case of insurances effected on an annual basis, this process should be repeated every year until the advance has been fully repaid to Government.

(c) The house must be maintained in good repair by the Government servant concerned at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has been repaid to Government in full. The Government servant shall furnish an annual certificates to this effect to his Head of the Department.

(d) After the completion of the house, annual inspections may be carried out by any authorised officer under instructions from the Head of the Department concerned, to ensure that it is maintained in good repair until the advance has been repaid in full. The Government servant concerned shall afford necessary facility for these inspections by the officer(s) designated for the purpose.

*Note.—*Furnishing a false certificate will render the Government servant concerned liable to suitable disciplinary action apart from his being called upon to refund to Government, forthwith, the entire advance drawn by him.

8. Repayment of the advance.—(a) The advance, granted to a Government servant under these Rules, together with the interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. Firstly, the recovery of the advance shall be made in not more than 180 monthly instalments, and then interest shall be recovered in not more than 60 monthly instalments.

Notes.—(i) The amount to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance, including any fraction of a rupee, shall be recovered.

(ii) Recovery of advances granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of the 24th month after the date on which the first instalment of the advance is paid to the Government servant, whichever is earlier. In the case of an advance taken for purchasing a ready-built house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(iii) It will be open to Government servants, to repay the amount in a shorter period, if they so desire. In any case, subject to the provisions of note, (iv) below, the entire advance must be repaid in full (with interest thereon) before the date on which they are due to retire from service.

(iv) In order to avoid undue hardship to a Government servant who is due to retire within 20 years of the date of application for the grant of an advance and, under the service rules applicable to him is eligible for the grant of a gratuity or death-cum-retirement gratuity, the Head of the Department of the Government servant concerned, may permit him to repay the advance with interest in convenient monthly instalments (the amount of the instalment shall not be less than

that worked out on the basis of repayment within a period of 20 years) during the remaining period of his service, provided he agrees to the incorporation of a suitable clause in the prescribed Agreement and Mortgage Deed Form to the effect that the Government shall be entitled to recover the balance of the said advance with interest remaining un-paid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

- (v) In case the Government servant does not repay the balance of the advance due to Government, on or before the date of his retirement, it shall be open to Government to enforce the security of the mortgage at any time, thereafter, and recover the balance of the advance due, together with the interest and cost of recovery, by sale of the house or in such other manner as may be permissible under the law.

(b) Recovery of the advance shall be effected through the monthly pay/leave salary bills of the Government servant concerned by the Head of the Office or the Accounts Officer concerned, as the case may be. The recoveries will not be held up or postponed except with the prior concurrence of Government.

(c) If a Government servant ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to Government forthwith. Government may, however, in deserving cases, permit the Government servant concerned, or his/her successors in interest, as the case may be, or the sureties in cases covered by rule 5(b), if the house has not been completed and/or mortgaged to Government by that time, to repay the outstanding amount together with interest thereon calculated as in rule 6 above, in suitable instalments. Failure on the part of the Government servant concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever will entitle the Government of Himachal Pradesh to enforce the mortgage and take such other action to effect recovery of the outstanding amount, as may be permissible.

(d) The property mortgaged to Government shall be reconveyed on the prescribed form (Form No. 7) to the Government servant concerned (or his successors in interest as the case may be), after the advance, together with the interest thereon, has been repaid to Government in full.

9. The procedure for dealing with applications.—(a) Applications should be submitted by Government servants to the Heads of their Departments in the prescribed form (in duplicate) through proper channel. The following documents should accompany the applications:—

- (i) A declaration in regard to the house/property if any owned by the applicant or the applicant's wife/husband/minor children at the time of applying.
- (ii) If the advance is required for enlarging living accommodation in an existing house, an attested copy of the sale deed as well as of other documents if any, establishing that the applicant possesses an indisputable title to the property in question. The site plan and specifications etc., should also be furnished.
- (iii) In cases where applicants happen to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built, along with the site plan and

specifications etc. If the land happens to be lease hold, an attested copy of the lease deed should also be enclosed.

- (iv) In cases where the applicant desires to purchase land, an attested copy of a letter from the seller of the plot to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly demarcated developed plot of land to the applicant within a period of two months from the date of his letter, may be forwarded.

(b) The Heads of Departments will scrutinise the applications and satisfy themselves of the correctness of the facts, etc., stated therein. They will also examine the title deeds, etc., furnished in compliance with sub-rules (ii) and (iii) above (in consultation with their Law Officers and the Revenue and Registration Authorities, if necessary) to make sure that the applicant does, in fact, possess a clear title to the property in question. After this has been done, the Heads of Departments will forward the applications to the Chief Engineer, HP., P.W.D., (B&R) along with their recommendations.

(c) The Chief Engineer, H.P., P.W.D., will examine the applications with reference to the priorities, etc., if any, laid down for dealing with them. Subject to funds being available, the applications will be returned to the Heads of Departments concerned, after taking approval of the Administrator (Lieutenant Governor) in each case, indicating—

- (i) the amount of the advance that may be sanctioned by the Heads of Department where it happens to be required partly for purchasing a plot of land for constructing a house (see also sub-rule (d)(ii) and (e) below), or for purchasing a ready built house;
- (ii) the monetary limit upto which the grant of an advance could be considered; in due course, in other cases (viz., for constructing a new house or for increasing living accommodation in an existing house).

(d) On receipt of the approval of the Chief Engineer, Himachal Pradesh Public Works Department (B&R).—

- (i) formal sanction to the grant of an advance to applicants in the cases covered by sub-rule (c)(i) above will be accorded by the Head of the Department concerned who shall also arrange to complete the prescribed formalities, such as execution of the Agreement, Mortgage Deed, Surety Bond, etc., in the prescribed forms (in consultation with the appropriate legal authorities, where necessary), and then authorise disbursement of the appropriate amount out of the sanctioned advance to the applicant. Where land or a ready-built house is intended to be purchased with the help of the advance, the Head of the Department may, before authorising payment of the advance, also require the Government servant concerned to certify that negotiations for the purchase have reached a final stage, that the purchase price is not likely to be less than the amount of the advance sanctioned and that he has satisfied himself that the transaction will enable him to acquire an indisputable title to the land/house in question; in such cases, the sale deeds, etc., should be examined by the Head of the Department carefully (in consultation with legal and other authorities where necessary) to ensure that the Government servant concerned has actually acquired an indisputable title to the property in question. It should also be verified that the market value of the land/house purchased is not less than the advance sanctioned;

(ii) the Heads of Departments shall instruct applicants desirous of constructing a new house or enlarging living accommodation in an existing house, to furnish two copies of the plant, as well as the specifications and estimates in the prescribed proforma. The plans should be duly approved by the municipality or other local body concerned before submitting them to Government.

(e) The plans, specifications and estimates referred to in sub-rule (d)(ii) above should be referred to the Public Works Department, Himachal Pradesh, with reference to the earlier correspondence on the subject. The P.W.D. will, after examining all these details, inform the Head of the Department of the maximum amount of the advance that could be granted to the applicant concerned. On receipt of the recommendations of the Public Works Department, Himachal Pradesh, the Head of the Department will accord formal sanction to the grant of the advance, or, if necessary amend the original sanction issued in cases where the advance is required partly for purchasing a plot of land [sub-rules (c) (i) and (d)(i) above]. The Head of the Department shall also attend to the observance of all the formalities as explained in sub-rule (d)(i) above, and then authorise the disbursement of the first instalment of the advance for construction purposes to the applicant. The payment of the remaining instalments of the advance may be authorised by the Heads of Departments direct on the basis of the certificates to be furnished by the applicants as prescribed in rule (a) and such inspections as may be deemed necessary. It should also be verified, before disbursing the last instalment of the advance, that the development of the site has been completed (vide rule 5 (a) above).

Note.—While authorising disbursement of an instalment of an advance as prescribed in rule 9(d)(i) or 9(e), the Head of the Department will attach a certificate to the effect that the required formalities in pursuance of which the instalment has become due, have been complied with.

(f) The Head of the Department shall also ensure that the transaction/construction of the house is completed within the period prescribed in the Rules, and that—

- (i) the prescribed mortgage deed is executed immediately on completion/purchase of the house, and the document kept in safe custody after registration. The original documents of title to the land/property shall also be obtained from the mortgagor and kept in safe custody till the redemption of the mortgage deed;
- (ii) the house is insured in the matter indicated in rule 7(b) above, immediately on its purchase/completion and that the premium receipts are regularly produced for inspection;
- (iii) the house is maintained in good repair and that the necessary insurance premia and municipal rates and taxes are paid regularly, and the requisite certificate furnished annually, until the advance has been repaid in full;
- (iv) the monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bills of the Government servant concerned thereafter;
- (v) in the case of Government servants, likely to retire within 24 months of their application for the advance [see rule 5(b) above], the amount of their gratuity will be adequate to cover the balance of the advance outstanding against them just before the date of their retirement;

- (vi) any amount drawn in excess of the expenditure incurred, is refunded by the Government servant concerned to Government, forthwith, together with the interest, if any, due thereon;
- (vii) the property mortgaged to Government is released immediately on the repayment of the advance and the interest thereon in full.
- (g) To enable the Public Works Department, Himachal Pradesh to watch the progress of expenditure and the completion of houses, all Head of Departments will send to the Chief Engineer, H.P., P.W.D., monthly:—
- (i) the figures of expenditure incurred by them under the Rules;
 - (ii) a list of Government servants to whom the last instalment of the house building advance was disbursed during the month, giving reference to the P.W.D.'s approval; and
 - (iii) a list of the houses completed;
- and should reach the Chief Engineer, Himachal Pradesh, P.W.D., before the 10th of the months following that to which they relate. Nil reports need not be rendered.

APPLICATION FORM PRESCRIBED UNDER THE RULES REGULATING THE GRANT OF ADVANCES TO HIMACHAL PRADESH GOVERNMENT SERVANTS FOR BUILDING, ETC., OF HOUSES

1. (a) Name (in block letters).
(b) Designation.
(c) Scale of pay.
(d) Present pay (excluding allowances but including dearness pay if any).
2. (a) Department or office in which employed.
(b) Station where posted.
3. Please state—
(1) Whether you are a permanent or non-permanent Himachal Pradesh Government servant, and the length of service, rendered under the Government of Himachal Pradesh.
(2) (a) Your permanent post, if any, and the name of office and Department concerned.
(b) Do you hold a permanent appointment under any Central, State or Union Territory Government. If so, give particulars.
3. Date of birth and age next birthday.
4. Date of retirement.
5. Is your wife/husband a Government Servant, If so, give her/his name, designation, etc.
4. Do you or does your wife/husband/minor child already own a house ?
[See rule 2(b)]. If so, please state:—
(1) Station where it is situated with exact address.
(2) Floor area (in square feet).
(3) Its (approximate) valuation.
(4) Reasons for desiring to own another house, or enlarging living accommodation in an existing house, as the case may be.
5. (a) Do you require the advance for building a new house ? If so, please indicate:—
(1) Approximate floor area of the house proposed to be constructed (square feet).

- (2) Estimated cost of land.
- (3) Estimated cost of building.
- (4) Total.
- (5) Amount of advance required.
- (6) Number of years in which the advance with interest is proposed to be repaid.

*Note.—*Entries in columns 2—4 will have to be supported by specifications, estimates (in enclosed form) and plan at the appropriate stage.

(b) Whether you are already in possession of the land ? If so, please state:—

- (1) Name of the city or town where it is located.
- (2) Whether you wish to settle there after retirement.
- (3) Area of the plot (in square yards).
- (4) Name of the municipal or other local authority (if any) in whose jurisdiction it is located.

(c) If no plot of land is already in your possession, how, when and where do you propose to acquire one? State the approximate plot area (in square yards) proposed to be acquired and enclose an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price, he can hand over to the applicant, the vacant possession of a clearly demarcated—developed plot of land within a period of two months from the date of the letter.

6. Do you require the advance for enlarging living accommodation in an existing house ? If so, please state:—

- (1) Number of rooms in the house (excluding lavatory, bath-room and kitchen).
- (2) Total floor area of the rooms (in square feet).
- (3) If an additional storey is proposed to be added, is the foundation strong enough ?
- (4) Particulars of addition desired; No. of rooms.
- (5) Floor area (in square feet)
- (6) Estimated cost.
- (7) Amount of advance desired.
- (8) Number of years in which the advance with interest is proposed to be repaid.

*Note.—*A plan of the house should accompany the application.

7. Do you require the advance for purchasing a ready-built house ?

- (a) (i) If so, and in case you already have a house in view, please state:—
 - (1) Exact location of the house.
 - (2) Floor area of the house (in square feet).
 - (3) Plinth area of the house (in square feet).
 - (4) Approx. age of the house.
 - (5) Municipal valuation of the house.
 - (6) Name and address of the owner.
 - (7) Approx. price expected to be paid.
 - (8) Amount of the advance required.
 - (9) No. of years in which the advance with interest is proposed to be repaid.

(ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house ?

*Note.—*A plan of the house should accompany the application.

(b) If you do not already have a house in view, how, when and where do you propose to acquire one? Indicate:—

- (1) The approx. amount upto which you will be prepared to buy a house.
- (2) The approx. amount of advance required.
- (3) No. of years in which the advance with interest is proposed to be repaid.

Note.—Details specified against item 7(a) above should be furnished in this case also as soon as possible and in any case before the full amount of the advance can be drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold? If lease hold, state:—

- (1) The term of the lease.
- (2) How much of the term has already expired.
- (3) Whether conditions of the lease permit the land being mortgaged to Government.
- (4) Premium paid for the plot.
- (5) Annual rental of the plot.

Note.—A copy of the lease/sale deed should accompany the application.

9. (a) Is your title to the land/house undisputed and free from encumbrances?

(b) Can you produce, if required, original documents (sale or lease deed) in support of your title? If not, state the reasons therefor indicating what other documentary proof, if any, you can furnish in support of your claim. [See item 5(b) and 6 above].

(c) Does the locality in which the plot of land/house is situated, possess essential services like roads, water supply, drainage, sewerage, street lighting, etc. (please furnish a site plan with complete address).

10. In case you happen to be due to retire from service within 20 years of the date of this application and are eligible for the grant of a gratuity or leave-cum-retirement gratuity, do you agree by giving a declaration in the Agreement Form/Mortgage Deed that the Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to you?

11. Is rule 5(b) applicable to your case? If so, state:—

- (i) the name, designation, scale of pay, Office/Department, etc., of the permanent Government servant, who is willing to stand surety for you;
- (ii) the date on which the proposed surety is due to retire from service.

12. In case you have already made a final withdrawal from your Provident Fund for the construction/acquisition of a house or a residential plot, please furnish the particulars of the amount drawn, the date of the drawal and the purpose for which the amount now required under the House Building Advance Rules, is required.

DECLARATIONS

I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

2. I have read the Rules regulating the grant of advances to Himachal Pradesh Government servants for building, etc., of houses, and agree to abide by the terms and conditions stipulated therein.

3. I certify that*

(i) my wife/husband is not a Government servant/my wife/husband who is a Government servant, has not applied for and/or obtained an advance under these Rules;

(ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any Government source (e.g., Department of Rehabilitation or under any Central or State Housing Scheme) or drawn an advance or made a final withdrawal from any Provident Fund in connection with the acquisition of a house (also see item 12 above);

(iii) that the construction of a house for which the advance has been applied for, has not yet been commenced.

State Signature of the applicant.....

Date Designation

Department/Office in which employed

(To be completed by the applicant's Head of Department)

No.	Station	Date
-----	---------	------

Forwarded to the Chief Engineer, Himachal Pradesh Public Works Department.

(1) I have scrutinised the application in terms of rule 9(b) of the Rules and have satisfied myself of the correctness of the facts, etc., stated therein and* (that the applicant possesses a clear title to the property in question).

(2) It is recommended that an advance of Rs..... may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions etc., made from the applicant's salary that this amount as well within his repaying capacity.

(3) *The provisions of rule 2(b) of the Rules may be relaxed, as a special case.

(4) The amount of gratuity/death-cum-retirement gratuity due to the applicant on the date of his superannuation (at the time of retirement calculated on the basis of the appointment held by the applicant at the time of submitting the application for a house building advance) is estimated to be Rs.....

*Signature

Designation

Name of the Department

*Strike out, if not applicable.

**Name of the signing officer should also be indicated in block letters below his signature.

Note.—The application form may be indented for from the Deputy Controller, Himachal Pradesh Government Press, Simla.

FORM NO. 1

Abstract of cost of original estimates and detailed specifications (based on details in form No. 2) for grant of advances to Himachal Pradesh Government servants for the building of houses

Amount Rs.

Name.

Designation.

Locality and address in which the house is proposed to be constructed.

Item No.	Sub-heads and item of work	Quantity or No.	Rate Per	Amount Total		
1	2	3	4	5	6	7
I.	<i>Earth work:</i>	1,000 cft.				
	(Earth work excavation for foundation and disposing of surplus earth etc.).					
II.	<i>Concrete work:</i>	100 cft.				
	(Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings).					
III.	<i>Damp proof course:</i>					
	(Concrete on rich cement mortar or bituministic compound).					
IV.	<i>Roofing work:</i>					
	(R.C.C., asbestos or any other type of suitable roof).					
V.	<i>Reinforced cement concrete</i>					
VI.	<i>Masonry:</i>					
	(Brick, stone, concrete blocks, walls, etc.).					
VII.	<i>Wood work:</i>					
	(For doors and windows, wooden scantlings for roofs, etc.).					
VIII.	<i>Steel work:</i>					
	(For reinforcements, holdfast, window bars etc.).					
IX.	<i>Flooring:</i>					
	(Concrete, stone or marble chip etc.).					
X.	<i>Finishing:</i>					
	(Plastering, pointing, colour or white washing, painting etc.).					
XI.	<i>Miscellaneous:</i>					
	(Like rain water pipes, shelves, Jalis, chulhas, pegs hooks for fans etc.).					

1	2	3	4	5	6	7
XII.	<i>Sanitary installations:</i> (Closets, connections, pipes, manholes, drains etc.).					
XIII.	<i>Water supply:</i> (Taps, water meters, water tanks, G.I. pipes etc.).					
XIV.	<i>Electricity:</i> (Electric points, meters connections, lines etc.).					
	Total cost :					

Signature of the applicant
Date.....

Note.—The abstract is to be typed on a separate sheet (indicating the actual detailed items of works, rates etc., proposed to be adopted and attached to the application at the appropriate stage).

FORM NO. 2

Detailed estimates for an advance to Himachal Pradesh Government servants for the building of a house

(Detailed estimates sheet to support the quantities given in Form No. 1)

Name.

Designation.

Office to which attached.

Locality and address in which the house is proposed to be built.

Serial No.	Details of work No.	Measurements			Height	Qty.
		Length	Breadth	5		
1	2	3	4	5	6	7
<i>I. Earth work</i>						
1.	Earth work in excavation in all soils for foundation and other frenches and depositing the same within one chain bed and upto 5'-0" lift. Front wall Rear verandah retaining wall. Outside wall Common walls between rooms. W.C. front and rear W.C. side Steps in front and rear Total earth work	1 .. 1 .. 2 1-1/2 2 1-1/2 2 ..	19-1/2 19-1/2 20-1/2 1-1/2 3-1/2 4-1/2 4-1/2 1-1/2 —	1-1/2 1-1/2 1-1/2 1-1/2 1 1-1/2 1-1/2 1-1/2 —	2 1-1/2 2 2 1-1/2 1-1/2 1-1/2 1/2 —	59 44 62 56 11 11 7 250

1	2	3	4	5	6	7
---	---	---	---	---	---	---

Refilling the excavated
earth etc.

Continue details for all items
as given in sample Form
No. 1.

Signature of the applicant
Date.....

Note:—The entries made in columns 3-7 against item 1 above are just to explain how the entire form is to be prepared; it should be typed on a separate sheet and attached to the application at the appropriate stage.

FORM No. 3

Form of Mortgage Deed to be executed when the property is free hold

[Rules to regulate the grant of advance to Himachal Pradesh Government servants for building, etc., of houses rule 5(a)]

This indenture made this.....day of.....one thousand nine hundred and.....between.....son ofof.....at present employed as.....in the office of theat.....(hereinafter called "the Mortgagor" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators and assigns) of the ONE PART AND THE PRESIDENT OF INDIA (hereinafter called 'THE MORTGAGEE' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART:

WHEREAS the Mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land/ and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as 'the said Mortgaged property').

AND WHEREAS the Mortgagor applied to the Mortgagee for an advance of Rs.....(Rupees.....only) for the purpose of enabling the Mortgagor—

1. To purchase land and to construct a house thereon or* (to enlarge living accommodation in the existing house on the said hereditament).

2. To construct a house on the said hereditaments or (to enlarge living accommodation in the house on the said hereditaments).

*3. To purchase a ready-built aforeid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs....., on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the "Rules to regulate the

grant of advances to Himachal Pradesh Government servants for building etc., of houses" (hereinafter referred to as the "said Rules" which expression shall, where the context so admit include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

*[1. AND WHEREAS the Mortgagee—

Has sanctioned to the Mortgagor an advance of Rs....., (Rupees.....only) payable by such instalments and in the manner as hereinafter appearing].

*[2. Has paid to the Mortgagor an advance of Rs.....(Rupees.....only) on.....] and in the manner provided in the said Rules upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Rules as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS the Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments:—

Rs.....already received on.....

Rs.....on the execution of his indenture by the Mortgagor in favour of the Mortgagee.

**(Rs.....when the construction of the house reaches plinth level.

**(Rs.....when the construction of the house reaches roof-level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).

NOW THIS INDENTURE WITNESSETH as follows:—

(i) (a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Rules, the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by***monthly instalments of Rs.....(Rupees.....only) from the pay of the Mortgagor commencing from the month ofnineteen hundred and.....or from the month following the completion of the house, whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon*** in.....monthly instalments in the manner and on the term specified in the said Rules, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Rules the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by..... monthly instalments of Rs.....from the pay of the Mortgagor commencing from the month of.....19....., or from the month following the completion of the house whichever is earlier till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/gratuity-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as herein before mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note.—[Delete clause (i)(a) or (i) (b) whichever is in-applicable].

- (ii) If the Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or he/she dies before payment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then/remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at.....per cent per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance.
- (iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor doth hereby grant, convey, transfer, assign and assure upto the Mortgagee all and singular the said mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said mortgaged property or materials for the time being thereon will all rights, easements and appurtenances to the said mortgaged property or any of them belonging to hold the said mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of

the Mortgagee absolutely forever free from all encumbrances. Subject nevertheless to the proviso for redemption hereinafter contained. PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor reconvey, transfer, and reassume the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

- (iv) **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** that if there shall be any breach by the Mortgagor of the covenants on his/her part herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee without intervention of the Court, to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or any private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating and any such sale as the Mortgagee shall thinks fit **AND IT IS HEREBY** declared that the receipt of the Mortgagee for the moneys to arise from any sale in pursuance of the aforesaid power upon Trust in the first place thereout to pay all the expresses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.
- (v) The Mortgagor hereby covenants with the Mortgage as follows:—
 - (a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and to the use of the Mortgagee in manner aforesaid.
 - (b) That the Mortgagor shall carryout the construction of the house/ additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached 'plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she

will be liable to pay to the Mortgagee forthwith the entire advance received by him and further will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.

- (c) That the Mortgagor shall complete the construction of the house/ additions to living accommodation in the aforesaid house within eighteen months of unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.
- (d) That the Mortgagor shall immediately insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightening as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipt for inspection. In the event of failure on the part of the Mortgagor to effect the insurance against fire, flood, and lightening, it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagor and add the amount of the premium of the outstanding amount of the advance and the Mortgagor shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at till the amount is repaid to the Mortgagee or is recovered as if it was an amoount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.
- (e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.
- (f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.
- (g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the Mortgagor shall not during the continuance of these presents charge, encumber, a lien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining un-paid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and Shri.....in the office of the.....for and on behalf and by order and direction of the President of India has hereunto set his hand the day and the year first above written.

Signed by the said (Mortgagor). In the presence of:
1st Witness

Address
Occupation
2nd Witness
Address
Occupation

Signed by Shri.....in the office of.....for and on behalf and by order and direction of the President of India in the presence of

1st Witness
Address
Occupation
2nd Witness
Address
Occupation

Note.—Before paying stamp duty on this document, the applicants are advised to contact the Government of Himachal Pradesh for ascertaining whether exemption from payment of stamp duty is available.

*Mention whatever is applicable.

**Note.—The language will be modified if the mode of payment of advance is different from what is prescribed in rule 5.

***This will not be more than 180.

****This will not be more than 60.

Normal rate of interest to be charged under the said rules.

Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

Note.—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house or for repayment of loans taken by an applicant for the construction or purchase of a house.

FORM No. 4

*Form of Mortgage Deed to be executed when the Property is Lease-hold
[Rules to regulate the grant of advances to Himachal Pradesh Government servants for building etc., of houses-Rule 5(a)].*

This indenture made this.....day of.....one thousand nine hundred and.....between.....son of.....of.....at present employed as.....in the office of.....at.....(hereinafter called 'The Mortgagor' which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the one Part and the President of India; (hereinafter called 'The Mortgagee' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other Part.

Whereas by a lease dated.....and made between.....the lessor demised to the Mortgagor the property situated at.....and more particularly described in the Schedule hereunder written for a term of.....years commencing from.....at the yearly/monthly rent of Rs.....and subject to the performance and observance of the covenants and conditions therein mentioned.

And whereas the Mortgagor applied to the Mortgagee for an advance of Rs.....(Rupees.....only) for the purpose of enabling the Mortgagor.

1. To purchase land and to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditaments).

*2. To construct a house on the said hereditaments, or (to enlarge living accommodation in the house on the said hereditaments).

*3. To purchase a ready built aforesaid house.

And whereas the Mortgagee agreed to advance to the Mortgagor the said sum of Rs.....on certain terms and conditions.

And whereas one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the "Rules to regulate the grant of advances to Himachal Pradesh Government servants for building etc., of houses", (hereinafter referred to as the 'said rules' which expression shall,

where the context so admits to include any amendment thereof or addition thereto for the time being in force by a mortgage of the property described in the schedule hereunder written.

*Mention whatever is applicable.

And whereas the Mortgagee.

*[1. Has sanctioned to the Mortgagor an advance of Rs.....(Rs.....only) payable by such instalments and in the manner as hereinafter appearing].

"[2. has paid to the Mortgagor a advance of Rs.....(Rupees.....only) on.....] and in the manner provided in the said Rules upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said rules and hereinafter mentioned secured in the manner hereinafter appearing.

And whereas the Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments:-

(**Rs.....already received on.....*Rs.....)

on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

- *Rs.....when the construction of the house reaches plinth level.
- *Rs.....when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).
- ***And whereas the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the powers herein contained, or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease).

Now this indenture witnesseth as follows:—

- (i) (a) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said rules the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by †.....monthly instalments of Rs.....(Rupees.....) from the pay of the Mortgagor commencing from the month ofnineteen hundred andor from the month following completion of the house, whichever is earlier and the Mortgagor hereby authorises and Mortgagee to make deduction from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in Rs.....monthly instalments in the manner and on the terms specified in the said rules. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagor shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.
- (i) (b) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to provisions contained in the said rules the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs.....(Rupeesonly) bymonthly instalments of Rs.....

*Mention whatever is applicable.

II. Note.—The language will be modified if the mode of payment of advance is different from what is prescribed in rule 5.

***Note.—This applies to Nazul lands (normally) to be inserted wherever applicable.

†This will not be more than 180;

*This will not be more than 60.

.....from the pay of the Mortgagor commencing from the month of19 or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance than remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from the gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalment and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note.—(Delete clause (i)(a) or (i)(b) whichever is inapplicable).

- (ii) If the Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if the mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereof at**per cent, per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance;
- (iii) in further pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor doth hereby grant, convey, transfer or assure unto the Mortgagee. All and Singular the said property comprised in the said lease, datedand more particularly prescribed in the Scheduled/hereunder written together with buildings erected or to be erected by the Mortgagor in the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to hold the same upto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless* and it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor recovery, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the Mortgagor of the covenants on his/her part herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee to sell without the intervention of the court, the said Mortgaged property or any part thereof either together with opinion parcels and either by public auction or by private contract with power to but in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt of the Mortgagee for the purchase money of the premises sold or any party thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale*(and in the next place to pay to.....the lessor of the Mortgaged property.....50 per cent of the unearned increase pursuant to clause.....of the said lease) and then to pay money in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The Mortgagor hereby covenants with the Mortgagee as follows:—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in manner aforesaid;

**(b) that the Mortgagor shall carry out the construction of the house/ additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forth-

**. Normal rate of interest to be charged under the said rules.

*Note.—In case of Nazul lands in Delhi and in similar cases wherever applicable.

with the entire advance received by him/her and further will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.

- ***(c) that the Mortgagor shall complete the construction of the house/ additions to living accommodation in the aforesaid house within eighteen months of*.....unless and extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned;
- (d) that the Mortgagor shall immediately insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightening as provided in the said rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the party of the Mortgagor to effect the insurance against fire, flood and lightening it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagor and add the amount of the premium to the outstanding amount of the advance and the Mortgagor shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at..... till the amount is repaid to the Mortgagee or is recovered as if it was an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the insurer, with which the house is insured with a view to enable the Mortgagee to notify to the insurer the fact that the Mortgagee is interested in the insurance policy secured;
- (e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect;
- (f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full;

****Note.—**Clauses (b) (c) are not applicable when the advance is for the purchase of ready built house.

***Note.—**In case of Nazul lands in Delhi and in similar case wherever * here mention the date on which the first instalment of the advance is paid to the Mortgagor.

- (g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred for which the advance was sanctioned.
- (h) That the said lease, dated. is now valid and subsisting lease of the said mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in any and by the indenture of lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.
- (i) That the Mortgagor will so long as any money shall remain owing on security of the said mortgaged property hereinbefore expressed to be hereby assigned and, in any case for the period of the said agreement, duly observe all the covenants by the lease and conditions contained in the said indenture of lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach, non-performance or non-obsevance of the said covenants and conditions or any of them.
- (j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.
- (k) Notwithstanding anything contained herein, the mortgagee shall be entitled to recover the balance of the advanced with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mertgagor.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF THE Mortgagor has hereunto set his hand and Shri..... In the office of.....for an on behalf and by order and direction of the President of India has hereunto set his hand the day and the year first above written.

Signed by the said (Mortgagor)
In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri.....in the
office of.....for and on behalf and by order and direction of the
President of India in the presence of.....

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Note.—Before paying stamp duty on this documents the applicants are advised to contact the Government of Himachal Pradesh for ascertaining whether exemption from payment of stamp duty available.

FORM NO. 5

Form of Agreement to be executed at the time of drawing an advance by a Himachal Pradesh Government servant for purchase of plot of land and building a house, enlargement of existing house and purchase of a ready-built house

[Rule 5 (a) (1), 5(a) (3) and 5(a) (5)]

AN AGREEMENT MADE THIS..... day of.....
 one thousand nine hundred and..... between.....
 son of..... at present serving as.....
 (hereinafter called "the Borrower", which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the President of India (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, whereas the borrower desires to purchase land and construct a house thereon/*enlarge living accommodation in his/her house at.....
 *purchase of ready-built house at.....
 described in the Schedule hereto annexure and WHEREAS the Borrower has under the provision of the Rules framed by the Government of Himachal Pradesh to regulate the grant of advances to Himachal Pradesh Government servants for building etc. of houses (hereinafter referred to as the "said Rules", which expression shall, where the context so admits include any amendment thereof or addition for the time being in force) applied to the Government for an advance of Rupees.....to *purchase the said land and construct a house thereon/* enlarge living accommodation in his/her house/*purchase a ready-built house as aforesaid and the Government has sanctioned an advance of Rupees.....to the Borrower vide office letter number..... dated.....
 a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein. NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

(1) In consideration of the sum of Rupees..... (insert amount of the first instalment) to be paid by the Government, after the execution of this agreement for the purchase of land and the sum of Rupees..... (insert balance amount to be paid) to be paid by the Government to the Borrower as provided in the said Rules, the Borrower hereby agrees with the Government—

(a) To repay to the Government the said amount of Rupees..... (insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by.....(number to be filled in) monthly instalments of Rupees..... from his pay commencing from the month of.....nineteen hundred and..... or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorised the Government to make such deductions from his monthly pay and leave salary bill.

(b) (i) Within two months from the date of receipt of the amount of Rupees..... (insert amount of instalment to be paid) out of the said sanctioned advance or within such further time as Government/ Head of the Department may allow in this behalf; to expend the aforesaid amount in the purchase of land and to produce for inspection of the Govern-

ment the sale deed in respect thereof failing which the Borrower shall refund to the Government the entire amount of the advance received by him together with interest thereon.

*(ii) Within three months from the date of the receipt of the aforesaid advance of Rs..... (Rupees..... only) to expend the aforesaid amount in the purchase of the ready built house and mortgage it to the Government failing which the Borrower shall refund forthwith to the Government the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Government.

*(iii) To complete construction/enlarge.men.t of the said house within two years of..... strictly in accordance with the plan and specifications to be approved by the Government and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Government.

(2) If the actual amount paid by the Borrower for *the purchase of land and building a house thereon/*enlarging the house/* the purchase of the ready built house is less than the amount received under these presents by the Borrower, to repay the difference to the Government.

(3) To execute a document mortgaging the said house/land along with the house to be built thereon to the Government as security for the amount advanced to the Borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

(4) *If the land is not purchased and the sale deed thereon not produced for inspection of the Government within two months of the date of drawal of the part of the advance for the purpose, or within such further time as the Government/Head of the Department may allow in this behalf/*If the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the Government/Head of the Department may allow in this behalf/* If the Borrower fails to complete the construction/enlargement of the said house, as hereinbefore agreed, or if the Borrower becomes insolvent or quits the service of the Government or dies, the entire amount advanced together with interest accruing thereon shall immediately become due and payable to the Government.

(5) The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(6) Without prejudice to any other right of the Government in that behalf, if any amount becomes refundable or payable by the Borrower to the Government, the Government will be entitled to recover the same as arrears of land revenue.

(7) The stamp duty payable on these presents shall be borne and paid by the Government.

IN WITNESS WHEREOF THE BORROWER HAS hereunto set his hand and the President of India has caused.....for and on his behalf set his hand the date and year first before written.

SCHEDULE ABOVE REFERRED TO

Signed by the said Borrower

.....
(Signature of the Borrower)

In the presence of :

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri..... (for and on behalf of the President of India).

in the office of

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 5A

Special form of Agreement to be executed by a Himachal Pradesh Government servant for purchase of land and building a house, in a case in which the title to the land will pass to him after the house is built

[Rule 5(a) (1)(i) and 5 (a) (3) (i)]

AN AGREEMENT MADE THIS..... day of.....
one thousand nine hundred and..... between.....
son of..... at present serving as.....
(hereinafter called "the Borrower", which expression shall unless excluded
by or repugnant to the subject or context include his heirs, executors,
administrators and legal representatives) of the one part and the President
of India (hereinafter called "the Government" which expression shall unless
excluded by or repugnant to the subject or context include his successors
in office and assigns) of the other part.

WHEREAS the Borrower desired to purchase from..... (insert
name of the vendor) the land at..... described in the
Schedule thereto and to construct a house on the said land;

AND WHEREAS the Borrower has under the provision of the Rules framed
by the Government of Himachal Pradesh to regulate the grant of advances
to Himachal Pradesh Government servants for building of houses etc.,
(hereinafter referred to as the "said Rules" which expression shall where
the context so admits, include any amendment thereof or addition thereto
for the time being in force) applied to the Government for an advance of
Rupees..... for the purchase of land and construction of a house
thereon and the Government has sanctioned an advance of
Rupees.....(insert full amount sanctioned) to the Borrower vide
the Department/office letter number.....dated.....
a copy of which is annexed to these presents for the purpose aforesaid on
the terms and conditions set forth therein;

Now it is hereby agreed by and between the parties hereto as follows:

- (1) In consideration of the sum of Rupees..... (insert the
amount of the first instalment) to be paid by the Government,
after the execution of this agreement for the purchase of land
and the sum of Rupees..... (insert balance amount
to be paid) to be paid by the Government to the Borrower as

provided in the said Rules, the Borrower hereby agrees with the Government.—

- (a) to repay to the Government the said amount of Rupees.....(full amount of loan) with interest calculated in accordance with the said Rules for time being in force by.....(number to be filled in) monthly instalments of Rupees.....from his pay commencing from the month of.....nineteen hundred and.....or from the month following the completion of the house, whichever is earlier and the Borrower hereby, authorises the Government to make such deductions from his monthly pay and leave salary bills;
 - (b) to assign in favour of the Government by way of security all his rights as the purchaser of the said land in respect of the said land and as again the said.....(insert name of the vendor) as soon as he has paid the purchase price of the said land and obtained possession of the said land and for the purpose execute a further assurance in the form provided in the said Rules;
 - (c) to complete construction of the said house within eighteen months of the date of drawal of the first instalment of advance strictly in accordance with the plan and specifications to be approved by the Government and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Government;
 - (d) if the actual amount paid for the construction of the house is less than the amount received under these presents by the Borrower to repay the difference to the Government forthwith; and
 - (e) to execute a document mortgaging the said land along with the house built thereon to the Government as security for the amount agreed to be advanced to the Borrower under these presents as also for the interest payable on the said amount, in the form provided by the said Rules, as soon as the house had been built and the necessary conveyance or assurance has been executed in his favour.
- (2) If the Borrower fails to complete the construction of the said house as hereinbefore agreed, or fails to execute the further assurance after he has paid the purchase price of the said land and taken possession of the said land or fails to execute the mortgage deed after the necessary conveyance or assurance has been executed in his favour or if the Borrower becomes insolvent or quits the service of the Government or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Government.
- (3) The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
- (4) Without prejudice to any other right of the Government in that behalf, if any amount becomes refundable or payable by the Borrower to the Government will be entitled to recovery the same as arrears of land revenue.

(5) The stamp duty payable on these presents shall be borne and paid by the Government.

In witness whereof the Borrower has hereunto set his hand and the President of India has caused.....for and on his behalf set his han! the date and year first before written.

SCHEDULE ABOVE REFERRED TO

(Set out the description of the land)

Signed by the said Borrower

In the presence of:

.....
(Signature of the Borrower)

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 5B

Special form of Agreement to be executed by a Himachal Pradesh Government servant before drawing the second instalment of advance for building a house in a case in which he has drawn the first instalment of advance for purchasing the land after executing an Agreement in Form No. 5 or 5A and where the title to the land will be passed to him after the house is built

Rule 5(a) (1) (ii) and 5(a) (3) (i)

AN AGREEMENT MADE THIS.....day of.....
one thousand nine hundred and.....between.....
son of.....at present serving as.....
(hereinafter called "the Borrower", which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the President of India (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part. WHEREAS the Borrower desires to construct a house on the land at.....described in the Schedule hereto.

AND WHEREAS the Borrower has under the provision of the Rules framed by the Government of Himachal Pradesh to regulate the grant of advances to Himachal Pradesh Government servants for buildings, etc. of houses, (hereinafter referred to as the "said Rules", which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Government for an advance of Rupees.....and the Government has sanctioned an advance of Rupees.....(insert full amount sanctioned) to the Borrower vide the department/office letter No.....dated.....
a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, and whereas pursuant to an agreement dated.....executed between the parties herein the Government advanced to the borrower a sum of Rupees.....,

(insert first instalment paid) out of the aforesaid sanctioned sum of Rupees.....
.....(insert full amount sanctioned) to enable the Borrower to purchase the above land and on the terms and conditions set out in the said Agreement.

AND WHEREAS the borrower has paid the purchase price of the said land to.....(insert the name of the vendor) from the aforesaid advance and has obtained possession of the said land.

AND WHEREAS the Borrower has requested the Government to advance the balance of the aforesaid sanctioned amount. And whereas the conveyance of the said land will be executed in favour of the borrower by the said(insert name of the vendor) only when the house is constructed;

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

- (1) In consideration of the sum of Rupees.....(insert first instalment) already paid by the Government and the balance of Rupees.....(insert balance payable) to be paid by the Government to the Borrower as provided by the said Rules, the Borrower, with intent to secure repayment of the said sum of Rupees.....(full amount of loan sanctioned) (Rupees hereby assigns to the Government by way of security, all his rights as purchaser of the said land described in Schedule hereto, in respect of the said land and as against the said.....(insert name of vendor).
- (2) The Borrower hereby agrees with the Government—
 - (a) to repay to the Government the said amount of Rupees (insert full amount of loan sanctioned) with interest calculated in accordance with the said rules for the time being in force by.....(number to be filled) monthly instalments of Rupees.....from his pay commencing from the month of.....nineteen hundred and.....or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Government to make such deductions from his monthly pay and leave salary bills;
 - (b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Government and to obtain the necessary conveyance or assurance in his favour within a period of three months of the date of completion of house;
 - (c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Government forthwith;
 - (d) to execute a document mortgaging the said land along with the house built thereon to the Government as security for the total amount advanced to the Borrower, as also for the interest payable on the said amount in the form provided by the said Rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.
- (3) If the Borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as herein-

before provided, or if the Borrower becomes insolvent or quits the service of the Government or dies, the whole amount of the advance, together with interest accruing thereon shall immediately become due and payable to the Government and the Government shall be entitled without prejudice to its other rights to proceed to realized the scrutiny thereby granted.

- (4) The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
- (5) Without prejudice to any other right of the Government in this behalf, in any amount becomes refundable or payable by the Borrower to the Government, the Government will be entitled to recover the same as arrears of land revenue.
- (6) The stamp duty payable on these presents shall be borne and paid by the Government.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and the President of India has caused.....for and on his behalf set his hand the date and the year first before written.

SCHEDULE ABOVE REFERRED TO

(Set out the description of the land)

Signed by the said Borrower

(Signature of the Borrower)

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri.....

(for and on behalf of the President of India)

In the office of.....

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 5C

Special form of Agreement to be executed by a Himachal Pradesh Government servant before drawing the first instalment of advance for building a house in a case, in which the land is purchase by him with his own funds, but the title to the land will be passed to him after the house is built

[Rule 5(a) (2) (i) and 5 (a) (4) (i)]

AN AGREEMENT MADE THIS.....day of.....
one thousand nine hundred and(hereinafter called
"the Borrower" which expressions shall unless excluded by or, repugnant

to the subject or context include his heirs, executors, administrators and legal representatives of the one part and the President of India (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the subject or context included his successors in office and assigns) of the other part, whereas the Borrower has agreed to purchase the land at described in the Schedule hereto annexed from (insert name of the vendor) and has paid the price out of his own funds and obtained possession of the said land. And whereas the Borrower desires to construct a house on the said land. And whereas the conveyance of the said land will be executed in favour of the Borrower by the said (insert name of the vendor) only when the house is constructed and whereas the Borrower has under the provision of the Rules framed by the Government of Himachal Pradesh to regulate the grant of advances to Government servants for building etc. of houses (hereinafter referred to as the "said Rules", which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Government for an advance of Rupees and the Government has sanctioned an advance of Rupees (insert full amount sanctioned) to the Borrower vide the Ministry/Office letter number dated a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

Now IT IS HEREBY AGREED by and between the parties hereto as follows:

- (1) In consideration of the sum of Rupees (insert first instalment) to be paid by the Government after the execution of this agreement and the balance of Rupees to be paid by the Government to the Borrower as provided in the said Rules, the Borrower, with intent to secure repayment of the said sum of Rupees (insert full amount sanctioned), (Rupees) hereby assigns to the Government by way of security all his rights as purchaser of the said land described in Schedule hereto, in respect of the said land and as against the said (insert name of the vendor).
- (2) The Borrower hereby agrees with the Government:—
 - (a) to repay to the Government the said amount of Rupees (insert full amount sanctioned) with interest calculated in accordance with the said Rules for the time being in force by (number to be filled) monthly instalments of Rupees from his pay commencing from the month of nineteen hundred and or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Government to make such deductions from his monthly pay and leave salary bills;
 - (b) to complete construction of the said house within eighteen months of the date or drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Government and to obtain the necessary conveyance of assurance in his favour within a period of three months from the date of completion of the house;
 - (c) if the actual amount paid for the construction of the house

is less than the amount received by the Borrower to repay the difference to the Government forthwith;

- (d) to execute a document mortgaging the said land along with the house built thereon to the Government as security for the amount advanced to the Borrower as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.
- (3) If the borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided, or if the Borrower becomes insolvent or quits the service of the Government or dies, the amount of the advance together with the interest accruing thereon shall immediately become due and payable to the Government and the Government shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.
- (4) The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to recover the same as arrears of land revenue.
- (5) The stamp duty payable on these presents shall be borne and paid by the Government.

SCHEDULE ABOVE REFERRED TO

(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER HAS hereunto set his hand and the President of India has caused.....for and on his behalf set his hand the date and year first before written.

Signed by the said Borrower

.....(Signature of the Borrower)

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri.....

(for and on behalf of the President of India).
in the office of.....

In the presence of.....

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 6

Rules to regulate the grant of Advances to Himachal Pradesh Government servants for the building etc. of houses

(Surety Bond)

[Vide rule 5(b)]

KNOW ALL MEN BY THESE PRESENTS THAT I.....son of..... a resident of.....in the District of..... at present employed as a permanent.....in the.....(hereinafter called "the Surety") am held and firmly bound unto the President of India (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the subject or context included his successors in office and assigns) in the sum of Rs.....(Rupees.....only) to be paid to the Government for which payment to be well and truly made, I hereby bind myself, my heirs, executors, administrators, and representatives firmly by these presents. As witness my hand this.....day of.....one thousand nine hundred and.....

WHEREASson of.....a resident of.....in the District of.....at present employed as a temporary/permanent.....in the.....(hereinafter called with Borrower (*)) but is due to retire on.....) applied to the Government for an advance of Rupees.....for the purpose of ** purchasing land and/or constructing a new house or enlarging living accommodation in an existing house ** purchasing a ready built house.

AND WHEREAS the Government sanctioned the payment of Rupees.....(Rupees.....only) under the Rules framed by the Government of Himachal Pradesh to regulate the grant of advances to Himachal Pradesh Government servants for building, etc., of houses issued by the Government of Himachal Pradesh (hereinafter referred to as the "said Rules").

And whereas the Borrower has undertaken to repay the said amount in.....monthly instalments. And whereas the Borrower has further undertaken to mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Rules. AND WHEREAS in consideration of the Government having agreed to grant the aforesaid advance to the Borrower, the Surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said or any other department/office.....duly and regularly pay or cause to be paid to the Government the amount of the aforesaid advance owing to the Government by instalments until the said sum of Rupees.....(Rs.....only) shall be duly paid or mortgaged to the Government the house built/purchased referred to above whichever event happens earlier, than this bond shall be void, otherwise the same shall be and remain in full force and virtue. But so nevertheless that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Government, the whole or so much of the said principal sum of Rs.(Rupees.....only) together with the interest as shall then remain unpaid shall immediately become due and payable to the Government and recoverable from the Surety in one instalment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the said Borrower.

The stamp duty payable in respect of these presents shall be borne and paid by Government.

Signed and delivered by the said at
day of 196

(Signature of Surety)
Designation
Office to which attached

Signature, address and occupation of the witnesses:

In the presence of:

(1)
(2)

Signed by Shri in the office of

(for and on behalf of the President of India)

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM No. 7

*Rules to regulate the grant of advances to Himachal Pradesh Government servants for the building etc. of houses
(Form of reconveyance for House Building Advances)*

[Vide rule 8 (d)]

THIS DEED OF RECONVEYANCE IS MADE the
day of 19 between the President of India (hereinafter called "the Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include his successors in the office and assigns) of the one part and of
.....(hereinafter called "an Mortgagor" which expressions shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an indenture of mortgage, dated the
day of 19
and made BETWEEN the Mortgagor of the one part and the Mortgagee of the other part and registered at in book
volume pages to as number for
(hereinafter called the Principal Indenture). The Mortgagor by the said Principal Indenture mortgaged the property at and more particularly to secure an advance of Rupees made by the Mortgagee to the Mortgagor

AND WHEREAS ALL MONEY due and owing on the security of the Principal Indenture have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute reconveyance of the mortgaged premises as is hereinafter contained. Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant, assign and reconvey unto the

Mortgagor, all that the piece of land situated at.....and comprised in the said Principal Indenture and more particularly described in the Schedule hereunder written with their rights, easements and appurtenances as in the Principal Indenture expressed and all the estates right, title, interest, property claim and demand whatsoever of the Mortgagee into out of or upon the said premises by virtue of the Principal Indenture, to have and to hold the premises hereinbefore expressed to be hereby granted, assigned and reconveyed unto and to the use of the Mortgagor, for every freed and discharged from all moneys intended to be secured by the said Principal Indenture and from all actions, suits, accounts, claim and demands for, or in respect of the said moneys or any part thereof, or for or in respect of, the Principal Indenture or of anything relating to the premises and the Mortgagee hereby covenants with the mortgagor that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof, are/is or can be impeached, encumbered or effected intitle estate of otherwise howsoever. In witness whereof the Mortgagee has caused..... on his behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by.....for and on behalf of the Mortgagee in the presence of.....

Note.— Before paying stamp duty on this document, the applicants are advised to contact the Government of Himachal Pradesh for ascertaining whether exemption from payment of stamp duty is available.

The obligation undertaken by the surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the said Borrower.

The stamp duty payable in respect of these presents shall be borne and paid by Government.

Signed and delivered by the said.....at.....
day of..... 196.....

.....
(Signature of Surety)

Designation

Office to which attached.....

Signature, address and occupation of the witness.

In the presence of:

(i)

(ii)

Signed by Shri.....
(for and on behalf of the President of India)
in the Ministry of.....

In the presence of:

1st Witness

Address

Occupation

2nd witness

Address

Occupation

*Strike out if not required.

**Strike off whatever is not applicable.

FORM NO. 8

Form of letter for intimating to the Insurance Company, Government's interest in insurance policies of houses constructed/purchased with houses building advance admissible under the Rules

From

To

(Through the Head of the Department)

Dear Sir,

I am to inform you that the President of India is interested in House Insurance Policy No. secured in your Company and to request that you will kindly insert a clause to the following effect in the Policy:—

Form of clauses to be inserted in the Insurance Policy:—

1. It is hereby declared and agreed that Shri..... (the owner of building bearing municipal number.....) (hereinafter referred to as the Insured in the Schedule to this Policy) has mortgaged the house to the President of India (hereinafter called the President) as security for an advance for the construction of the house and it is further declared and agreed that the President is interested in any monies which but for this endorsement to payable to the said Shri..... (the insured under this policy) in respect of loss or damage to the said house (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the President as long as he is the mortgagee of the house and his receipt shall be full and final discharge to the Companies in respect of the loss or damage.
2. Save as by this endorsement express agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the Companies respectively, under or in connection with this policy or any term, provision or condition thereof.

Place.....
Date.....

Yours faithfully,

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed wherever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Place.....
Date.....

(Designation of the Head of
the Department).

SUPPLEMENTARY MORTGAGE DEED

This indenture made this.....day of..... one thousand nine hundred and sixty between Shri..... son of Shri....., resident of..... now residing at..... and employed as.....

..... Department Office of the..... (hereinafter called the "Mortgagor" which expression shall unless excluded by or repugnant to the subject or context, include his heirs, executors, administrators and assigns) of the one part and the President of India (hereinafter called "the Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include his successors in office

and assigns) of the other part, is supplemental to the Deed of Mortgage dated..... day of..... one thousand nine hundred and sixty..... by Shri..... to the President of India..... (hereinafter referred to as the said "original mortgage deed").

WHEREAS THE MORTGAGOR applied to the Mortgagee for an advance of Rs..... (Rupees..... only) for the purpose of..... enabling the Mortgagor to* construct a house/*enlarge living accomodation/*purchase a ready-built house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs..... (Rupees..... only) on the terms and conditions as detailed in the said "original mortgage deed" and the Mortgagor agreed to repay to the Mortgagee the said advance in equal monthly instalments of Rs..... each commencing from the month of.....

AND WHEREAS in consideration of the sum of Rupees..... (mention the full amount of the loan sanctioned) the mortgagor transferred, assigned and conveyed the properties mentioned in the Schedule to the said original mortgage deed and also in the Schedule herunder the President of India by way security for payment of the said sum together with interest.

*AND WHEREAS the Mortgagor has already drawn..... instalments of Rs..... and Rupees..... respectively out of the sanctioned advance of Rupees.....

*AND WHEREAS the Mortgagor has already drawn the sanctioned advance of Rupees.....

AND WHEREAS in pursuance of the Rules for the grant of advances to Himachal Pradesh Government servants for building etc., of houses the Mortgagor applied to the Mortgagee for an additional advance of Rs..... (Rupees..... only) for the purpose of enabling the Mortgagor to complete the construction/ † enlargement/ † purchase of the house on the said hereditaments.

AND WHEREAS the Mortgagee has agreed to advance to the Mortgagor the said additional sum of Rs..... (Rupees..... only) on the same terms and conditions as detailed in the said original mortgage deed.

**AND ALSO WHEREAS the Mortgagor is desirous of repaying the advance in more convenient instalments;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the said Rules and in consideration of the said sum of Rupees..... advance and Rupees..... aggregating to *delete whatever is not applicable. †Delete wherever is **Delete if no change in the mode inapplicable of repayment is desired.

Rupees..... sanctioned to the mortgagor pursuant to the provisions contained in the said Rules the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs..... (Rupees..... only) in equal monthly instalments of Rupees..... each. *The remaining amount of the advance and/or the interest accrued will be recovered from the amount of gratuity/death-cum-retirement gratuity due to the Mortgagor on the date of his superannuation/at the time of his retirement. The recovery of the advance will commence from the pay of the Mortgagor from the month of †, nineteen hundred* and sixty..... or/from the pay of the month following the date of ‡completion/† purchase of the house, whichever is earlier and the

Mortgagor hereby authorises the mortgagee to make deductions from his monthly pay/leave salary, of the amount of such instalments. In case he does not repay the entire advance with interest in full the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and cost of recovery by the sale of the mortgaged property or in such other manner as may be permissible under the Law. It will, however, be open to the Mortgagee to repay the amount in a shorter period.

AND IT IS HEREBY AGREED AND DECLARED that all the covenants, powers and provisions contained in the said original mortgage deed in regard to the instalments payable under the said original deed shall apply to the instalments payable under these presents and except as varied hereby all the terms and conditions of the said original deed shall remain in full force and effect.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT PLOT OF LAND bearing number having area of square yards (.....) with all assessments, appurtenances, right of way, passage situated at and bounded as below:

North

South

East

West

It witness whereof the Mortgagor has hereinto set his hand and Shri for and on his behalf and by order and direction of the President of India has set his hand hereunto the day and year first above written.

Signed.....

(Mortgagor)

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri.....
(for and on behalf and by order and direction of the President of India)
in the Ministry/Office of the.....

In the presence of:

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

By order,
S. C. BHATNAGAR.
Secretary.

*Delete if not applicable.

†This should not be later than the 18th month of date of drawal of the first instalment in the case of construction of enlargement and not later than the month following the date of drawal of the advance for purchase of a ready-built house.

‡Delete whatever is inapplicable.

नियन्त्रक, मुद्रण तथा लेखनसामग्री, हिमाचल प्रदेश, शिमला-३ द्वारा मृद्गित तथा प्रकाशित।